

ORDER FOR SUPPLIES OR SERVICES						Form Approved		Page 1 Of 11	
1. Contract/Purch Order No.		2. Delivery Order No.		3. Date Of Order		4. Requisition/Purch Request No.		5. Certified for National Defense Under DMS Reg 1 Priority DOA5	
DAAE20-99-D-0153		0001		1999SEP30		SEE SCHEDULE			
6. Issued By			Code	7. Administered By (If other than 6)			Code	8. Delivery FOB	
TACOM-ROCK ISLAND AMSTA-LC-CSC BABETTE MURPHY (309) 782-4856 ROCK ISLAND IL 61299-7630 EMAIL: MURPHYB3@RIA.ARMY.MIL			W52H09	DCMC BOSTON 495 SUMMER STREET BOSTON MA 02210-2138			S2206A	<input checked="" type="checkbox"/> Dest <input type="checkbox"/> Other	
				SCD A PAS NONE ADP PT SC1012			(See Schedule if other)		
9. Contractor		Code	Facility Code		10. Deliver To FOB Point By (Date)			11. Mark If Business Is	
SACO DEFENSE CORPORATION 291 NORTH STREET SACO ME 04072-0890		26978			SEE SCHEDULE			<input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned	
					12. Discount Terms				
TYPE BUSINESS: Other Small Business Performing in U.S.					13. Mail Invoices To See Block 15				
14. Ship To			Code	15. Payment Will Be Made By			Code	Mark All Packages And Papers With Contract Or Order Number	
SEE SCHEDULE				DFAS-COLUMBUS CENTER DFAS-CO-JNB/BUNKER HILL P O BOX 182077 COLUMBUS OH 43218-2077			SC1016		
16. T O Y R P D E E R O F	Delivery	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.						
	Purchase		Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation , Dated _____, furnish the following on terms specified herein.						
			Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.						
Name Of Contractor		Signature		Typed Name And Title		Date Signed			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE									
18. Item No.	19. Schedule Of Supplies/Service			20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount		
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders								
* If quantity accepted by the Government is sameas quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. United States Of America By: _____ Contracting/Ordering Officer			25. Total	\$2,336,682.75	
							29. Differences		
26. Quantity In Column 20 Has Been					27. Ship. No.	28. D.O. Voucher No.	30. Initials		
<input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted _____ Date _____ Signature Of Authorized Govt Representative					<input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By	33. Amount Verified Correct For		
					31. Payment				
36. I certify this account is correct and proper for payment _____ Date _____ Signature And Title Of Certifying Officer					<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Check Number		
35. Bill Of Lading No.									
37. Received At	38. Received By	39. Date Received		40. Total Containers		41. S/R Account No.	42. S/R Voucher No.		

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-D-0153/0001 MOD/AMD	Page 2 of 11
Name of Offeror or Contractor: SACO DEFENSE CORPORATION		

SUPPLEMENTAL INFORMATION
This action hereby formalizes the letter award of Delivery Order 0001 to DAAE20-99-D-0153, made on 30 Sep 99, attached as page 2a of this order.

As agreed and pursuant to the Government Furnished Property Clause, 52.242-2, the following Government Furnished Material is provided for CLIN 0001:

Bipod Assy, P/N: 7793009, 1 each per barrel assembly ordered.

The Government may place future orders against the basic contract but is under no further obligation to do so.

*** END OF NARRATIVE A001 ***

Reference No. of Document Being Continued
PIIN/SIIN DAAE20-99-D-0153/0001 **MOD/AMD**

Name of Offeror or Contractor: SACO DEFENSE CORPORATION

[illegible]

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Name of Offeror or Contractor: SACO DEFENSE CORPORATION							
ITEM NO	SUPPLIES/SERVICES			QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div><div>DEL REL CD</div><div>001</div></div><div><div>QUANTITY</div><div>825</div></div><div><div>DEL DATE</div><div>30-JUN-2000</div></div></div> <div>FOB POINT: Destination</div> <div>SHIP TO: <div>PARCEL POST ADDRESS</div><div>(W45G19) XU TRANS OFC</div><div>RED RIVER ARMY DEPOT</div><div>TEXARKANA TX 75507</div></div> <div><div>CONTRACT/DELIVERY ORDER NUMBER</div><div>DAAE20-99-D-0153/0001</div></div>						
0003	<u>Supplies or Services and Prices/Costs</u>						
0003AA	<div><div><div>DATA ITEM</div></div><div>NOUN: FIRST ARTICLE TEST REPORT</div><div>SECURITY CLASS: Unclassified</div><div>NOUN: BREECH BOLT</div><div>PART NR: 11010358</div><div>(End of narrative B001)</div><div><u>Packaging and Marking</u></div><div><u>Inspection and Acceptance</u></div><div>INSPECTION: Origin ACCEPTANCE: Destination</div><div><u>Deliveries or Performance</u></div><div><div>DOC</div><div>SUPPL</div></div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div><div>001</div><div></div><div></div><div></div><div></div><div>3</div></div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>1</div><div>02-MAR-2000</div></div><div>FOB POINT: Destination</div><div>SHIP TO: <div>PARCEL POST ADDRESS</div><div>(ZZZ555) ARMAMENT AND CHEMICAL ACQUISITION</div><div>AND LOGISTICS ACTIVITY</div><div>ATTN ACQUISITION CENTER - PCR</div><div>ROCK ISLAND IL 61299-7630</div></div><div><div>CONTRACT/DELIVERY ORDER NUMBER</div><div>DAAE20-99-D-0153/0001</div></div></div>			1	LO	\$ ** NSP **	\$ ** NSP **
0003AB	<div><div><div>PRODUCTION QUANTITY</div></div><div>NSN: 1005-00-872-4441</div><div>NOUN: BREECH, BOLT</div><div>FSCM: 19204</div></div>			3000	EA	\$ 288.77000	\$ 866,310.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PART NR: 11010358 SECURITY CLASS: Unclassified PRON: M191S267M1 PRON AMD: 05 ACRN: AB AMS CD: 070011 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H099130A152 W45G19 J 1 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 400 01-MAY-2000 002 300 01-JUN-2000 003 300 03-JUL-2000 004 300 01-AUG-2000 005 100 01-SEP-2000 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) XU TRANS OFC RED RIVER ARMY DEPOT TEXARKANA TX 75507 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-99-D-0153/0001 DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 002 W52H099130A154 W62G2T J 1 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 200 01-SEP-2000 002 300 02-OCT-2000 003 300 01-NOV-2000 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W62G2T) XU DEFENSE DISTRIBUTION REGION WEST DISTRIBUTION DEPOT SAN JOAQUIN TRANS OFC PO BOX 960001 STOCKTON CA 95296-0130 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-99-D-0153/0001 DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>				

Name of Offeror or Contractor: SACO DEFENSE CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	003 W52H099130A155 W25G1U J 1				
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u>				
	001 300 01-DEC-2000				
	002 300 02-JAN-2001				
	003 200 01-FEB-2001				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u>				
	(W25G1U) XU TRANSPORTATION OFFICER				
	DDSP NEW CUMBERLAND FACILITY				
	BUILDING MISSION DOOR 113 134				
	NEW CUMBERLAND PA 17070-5001				
	<u>CONTRACT/DELIVERY ORDER NUMBER</u>				
	DAAE20-99-D-0153/0001				

CONTRACT ADMINISTRATION DATA

										JOB					
LINE	PRON/	OBLG								ORDER	ACCOUNTING		OBLIGATED		
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION						NUMBER	STATION	AMOUNT			
0001AB	M191S268M1	AA	2	97	X4930AC6G	6D	26FB	S1111691S268			W52H09	\$	1,470,372.75		
070011															
0003AB	M191S267M1	AB	2	97	X4930AC6G	6D	26FB	S1111691S267			W52H09	\$	866,310.00		
070011															
												TOTAL	\$	2,336,682.75	
SERVICE										ACCOUNTING		OBLIGATED			
NAME	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION							STATION	AMOUNT				
Army	AA		97	X4930AC6G	6D	26FB	S1111691S268			W52H09	\$	1,470,372.75			
Army	AB		97	X4930AC6G	6D	26FB	S1111691S267			W52H09	\$	866,310.00			
												TOTAL	\$	2,336,682.75	

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Name of Offeror or Contractor: SACO DEFENSE CORPORATION			

SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
1	52.245-4506 TACOM-RI	GOVERNMENT FURNISHED PROPERTY	OCT/1994

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government Furnished Material (GFM), Bipod Assembly, 7793009, 1 each per barrel assembly ordered.

(b) The contractor shall request delivery of the GFM no later than 45 days prior to the desired delivery date. The item shall be requested from Contracting Officer at TACOM-RI, AMSTA-LC-CSC-A, Attn: Betty Foulks, Rock Island, IL 61299-7630.

(c) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.229-XX	CALIFORNIA SALES AND USE TAX (AL 92-1)	MAY/1992

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Clause)

(IF7002)

2	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)(AL 93-10)	DEC/1989
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a. Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c. Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

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Name of Offeror or Contractor: SACO DEFENSE CORPORATION

- (4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -
- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon -
- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.
- d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.
- (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.
- (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.
- f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- g. Risk of loss. Unless otherwise provided in this contract, the Contractor assume the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.
- h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -
- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.
- i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.
- j. Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government -
- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

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(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

k. Communications. All communications under this clause shall be in writing.

l. Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7112)